



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

April 10, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED GRAPHIC ARTS SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for As-Needed Graphic Arts Services in an annual sum not to exceed \$45,500 to Ideal Printing Company, located in City of Industry, California. This contract will be for a term of one year commencing on May 11, 2007, with two 1-year renewal options, not to exceed a total of three years. Funds are available in various Public Works' 2007-2008 Funds.
2. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.
3. Delegate authority to the Director to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; to approve and execute amendments including necessary changes to the scope of work; and to terminate the contract per the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for as-needed graphic arts services. Public Works has contracted for this service since 1994. The purpose of this action is to continue contracting for economical graphic arts services, including video and photography. The contract is designed to supplement Public Works' internal Graphic Services when staff is unable to complete the requested projects due to workload or scopes of the projects.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$45,500. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. This contract will commence on May 11, 2007, for a period of one year. With the Board's delegated authority, the Director may renew this contract, with two 1-year renewal options, for a total contract period not to exceed three years.

Financing for these services is included in various Public Works' 2007-08 Funds. Funds to finance the contract's renewal years will be made through Public Works' annual budget process. When the need arises for services under this contract, we will finance the requested service from the appropriate fund source. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch.

This contract does not allow for a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On January 11, 2007, Public Works solicited proposals from 200 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP for this service was submitted on January 11, 2007, to Service Employees International Union Local 660 for review before being released to the public. The Union declined to meet with Public Works.

On February 7, 2007, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, work plan, references, experience, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Ideal Printing Company, located in City of Industry, California.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers'

The Honorable Board of Supervisors
April 10, 2007
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Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
AS-NEEDED GRAPHIC ARTS SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and IDEAL PRINTING COMPANY, a Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 7, 2007, hereby agrees to provide services as described in the attached specifications for As-Needed Graphic Arts Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute integral parts of the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$45,500 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this Contract would be awarded to the highest-rated contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on May 11, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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SIXTH: The CONTRACTOR shall bill upon completion, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this AGREEMENT. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this Contract, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

IDEAL PRINTING COMPANY

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 648
Bid Title : AS-NEEDED GRAPHIC ARTS SERVICES (2007-AN004)
Bid Type : Service
Department : Public Works
Commodity : GRAPHIC ARTS SERVICES (NOT PRINTING)
Open Date : 1/11/2007
Closing Date : 1/24/2007 1:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the As-Needed Graphic Arts Services (2007-AN004). The total annual cost of this service is estimated to be \$50,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/graphicarts.pdf> or from Ms. Leslie Schenk at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, the Proposer or its managing employee must have a minimum of five years' experience performing the type of service solicited.

A Proposers' Conference will be held on Wednesday, January 24, 2007, at 1:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, February 7, 2007, at 5:00 p.m. Please direct your questions to Ms. Schenk at the number above.

Contact Name : LESLIE SCHENK
Contact Phone# : (626) 458-7334
Contact Email : LSCHENK@LADPW.ORG
Last Changed On : 1/11/2007 6:33:46 PM

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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Ideal Printing Company

My County (WebVen) Vendor Number: 00246601

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. Recertification in process
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 19						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	1	3	3	5
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	1		2	1	1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	51 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>Galanda P. Mancino</i>	Title: Vice-President	Date: February 6, 2007
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